

**Request for Proposal
ACQ-2009-0515-RFP**

**Establish and Operate
a
Statewide Customer Service Center**

Offered by

**Washington State Department of
Transportation**

Proposal Due Date: August 25, 2009

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1. Introduction

1.1. Request for Proposal

The Washington State Department of Transportation, hereinafter referred to as WSDOT, is offering this Request for Proposal (RFP) to solicit Vendors interested in providing proposals for a full range of services related to a toll Customer Service Center (CSC) to support Washington State tolling needs. WSDOT's tolling program uses the Concept of One, one transponder in the vehicle, one account, and one number to call for toll customers. In a visioning workshop, WSDOT adopted the customer service center vision to provide "a cost-effective statewide customer service center that provides efficient customer service, payment processing, violation collections, and business management to meet WSDOT's current and future toll operation needs." The vision, goals, and objectives are detailed in the introduction to the Scope of Services, Appendix 2. This customer and account services vision involves providing all customers with a single point of contact for any statewide toll-related need or issue, continuing to use and enhance the existing *Good To Go!* transponder-based tolling program, and use license plate recognition technology to collect tolls from drivers without transponders. In addition to customer service, efficient collection, recognition, reconciliation and reporting of toll revenues is a requirement for Vendors providing these services.

1.2. Program Vision, Goals and Objectives

WSDOT currently operates two toll facilities: the Tacoma Narrows Bridge (TNB) and the SR 167 HOT Lanes. Under the Seattle-area Urban Partnership Agreement (UPA), WSDOT will implement (under a separate contract) a third toll facility to be located on SR 520 in the Seattle metropolitan area. Tolls on SR 520 will be variable by time-of-day and collected via electronic and photo tolling (i.e., license plate) techniques. While electronic tolling has been operating within Washington since 2007 under the brand name of *Good To Go!*, photo tolling is new to Washington State. To support this new functionality, as well as the increased number of transactions from SR 520 and future planned toll facilities, WSDOT will implement a new statewide CSC back office as a part of its scope under the UPA. Electronic tolls will continue to be debited from *Good To Go!* accounts in the new back office, while photo tolls will be invoiced to non-*Good To Go!* customers and tracked through a new accounts receivable process.

The vision for the new statewide CSC involves establishing a cost-effective customer service center function that provides efficient customer service, payment processing, violation collections, and business management to meet WSDOT's current and future toll operation needs. The specific statewide CSC Program goals are:

- a. Maintain WSDOT's motto of the Concept of One: one account, one phone number, and one device.

- b. Provide customer service via walk-in facilities, phone, mail, fax, and internet.
- c. Provide timely and accurate services to include integrated, modern, and robust customer relationship management and subsidiary accounting functionality and service that ensures accountability and transparency with verifiable accounting, operational performance, and the customer.
- d. Have every event recordable, traceable, and reportable for all activities.
- e. Be flexible and nimble to accommodate future operations.
- f. Establish effective performance standards to minimize the cost per transaction while maximizing revenue and minimizing risk.
- g. Make use of modern technology and industry best practices (e.g., scalable, flexible, integrated, and transferable) to maximize efficiency in operations and meet the dynamic needs of tolling customers given cost and schedule constraints.
- h. Meet budget and schedule performance targets.

As stewards of taxpayer dollars, WSDOT's mission is to execute a performance-based contract to establish CSC services in support of tolling commencement on SR 520 in October 2010, and to provide efficient CSC services for the following five to nine years. The following objectives for the program have been established:

- a. Provide services at lowest effective operational costs to maximize financing of transportation improvements.
- b. Accurately migrate current customer accounts and operations to the new CSC by end of 2010.
- c. Allow for rational expansion of the CSC for toll operations on facilities, such as I-90, I-5, and I-405, within the next five years without precluding the ability to expand to other collections.
- d. Support operational performance targets of 75% *Good To Go!* electronic tags, 75% billable toll collections, and 6% or less adjudication by district courts.

1.3. Program Budget

WSDOT has established an upset price for the sum of Phase 1 and Phase 2 (see Appendix 9 – Pricing and Delivery Tables) beyond which it will not consider proposals. The upset price is \$20,500,000.00 (twenty million five hundred thousand dollars). Where the sum of a Vendor's Phase 1 and Phase 2 price exceeds the upset price, the Proposal will be rejected without further consideration; Proposals where the sum of Phase 1 and Phase 2 are less than or equal to the upset price will proceed through the evaluation process described in Section 3.1. This estimate is part of a larger program budget for the Lake Washington Urban Partnership, which is fully funded.

1.4. Intent and Organization of Document

The intent of this document is to solicit proposals from qualified CSC service providers with relevant toll industry expertise that meet the needs of the Program described in **Section 1.2**. The document has been organized into the following sections:

Sections 2 through 8—These sections define the CSC RFP procurement process and Vendor's proposal submittal requirements for the CSC.

Appendices: The appendices contain the requirements related to the Program with which the Vendor must comply, provide additional information related to the Program that the Vendor would find useful in the preparation of a proposal, forms that need to be completed by the Vendor and submitted along with its proposal, and the model contract.

Hyperlinks have been inserted whenever there is a section number reference to facilitate easy navigation of the document. Section and subsection headings are provided for convenience only; readers of this document are advised to read all sections in their entirety to gain a complete understanding of the Program and its requirements.

*** End of Section***

2. RFP Administration and Proposal Instructions

This section provides general administrative information and instructions for submitting a proposal.

2.1. General Terms and Conditions

WSDOT seeks proposals and will award a single contract for the Scope of Work specified in this RFP. Proposals are to be submitted with the understanding that selection of an apparently successful Vendor and **Acceptance** of the Vendor's proposal, in writing by WSDOT, shall constitute intent to award a contract in substantially the same form as Appendix 13, between the Vendor and WSDOT; if unable to reach agreement on the terms of the Contract, WSDOT reserves the right at its discretion to terminate its relationship with the Vendor and select another Vendor. WSDOT is not obligated to award a Contract as a result of this RFP.

The Contract executed as a result of this procurement will incorporate this RFP and the Vendor's proposal; provided that, the terms and conditions of the executed Contract shall take precedence over the Vendor's proposal and this RFP to the extent the terms are inconsistent.

2.2. RFP Coordinator

Upon receipt of this RFP and until WSDOT has executed a Contract with a Vendor, a Vendor may not approach any WSDOT employee, director, or consultant other than the **RFP Coordinator** to whom inquiries, proposals, and other correspondence concerning this proposal shall be addressed:

Cheryl Mills, RFP Coordinator

Phone: 360-705-7548

Fax: 360-705-6842

E-mail: millsc@wsdot.wa.gov

All proposals shall be addressed to:

If using US Postal Service:

WA State Department of Transportation
Administrative Services Contracts
Attn: Cheryl Mills
P.O. Box 47408
Olympia, WA 98504-7408

If using UPS, FedEx, etc

WA State Department of Transportation
Administrative Services Contracts
Attn: Cheryl Mills
719 Sleater Kinney Rd. SE
Suite 200
Lacey, WA 98503-1138

Vendor may use fax and/or e-mail for any communication required in this RFP, EXCEPT for your formal response (i.e., proposal) to this RFP and protest, if any. You may not send your proposals or protests by fax or e-mail communication.

Communication regarding this RFP with any other WSDOT personnel will be considered unofficial and non-binding to WSDOT. Vendors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator shall result in disqualification of the Vendor.

2.3. Complaints

A complaint may be made before a Vendor responds to a solicitation document, if the Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint shall be made to the RFP Coordinator before the due date of the proposal; however, the solicitation process may continue.

The RFP Coordinator shall immediately forward a copy of the complaint to the **Department of Information Service (DIS)**. The RFP Coordinator shall also reply to the Vendor with a proposed solution and advise DIS of its reply. If the Vendor rejects the proposed solution, DIS may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or may take other appropriate steps. The DIS decision is final and no further administrative appeal is available.

2.4. Period of Performance

The period of performance of any Contract resulting from this RFP will commence upon Notice to Proceed from WSDOT and conclude upon completion of the operational period unless the Scope of Work or schedule is amended.

2.5. Proprietary or Confidential Information

Any information contained in the Vendor's proposal that is proprietary must be clearly designated. Marking the entire proposal or an entire section as proprietary will be neither accepted nor honored. If a request is made to view a Vendor's proposal, WSDOT will comply according to the Open Public Records Act, Chapter 42.56 RCW, and the agency's applicable WAC. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

The Vendor should identify any materials which constitute "(valuable) formulae, designs, drawings, and research data" so as to be exempt from public disclosure under RCW 42.56.270, or any materials otherwise claimed to be exempt, along with a statement of the basis (cite applicable RCW sub-section) for such claim of exemption. Failure to so label such materials, or failure to respond in a timely matter after notice of request for public disclosure has been given, must be deemed a waiver by the Vendor of any claim that such materials are, in fact, so exempt. WSDOT's sole responsibility must be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure within a period of six (6) years from date of award.

2.6. Proposal Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline, in which case the Proposal is returned to the sender. WSDOT has the right to use any of the ideas presented in any material offered. Selection or rejection of a Proposal does not affect this right.

2.7. Errors in Proposal

Vendors are liable for all errors or omissions contained in their Proposals. Vendors will not be allowed to alter Proposal documents after the deadline for Proposal submission. WSDOT is not liable for any errors in Proposals. WSDOT reserves the right to contact Vendor for clarification of Proposal contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Proposal. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Proposals.

2.8. Waive Minor Administrative Irregularities

WSDOT reserves the right to waive minor administrative irregularities contained in any Proposal. Additionally, WSDOT reserves the right, at its sole option, to make corrections to Vendors' Proposals when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Proposal submission deadline.

2.9. Failure to Comply

For a proposal to be considered complete, all requirements of this RFP shall be addressed. Vendor's failure to comply with any part of WSDOT's RFP may result in the Vendor's proposal being disqualified for being non-responsive to WSDOT's request.

2.10. Proposal Acceptance Period

Proposals providing less than one-hundred eighty (180) **Calendar Days** for Acceptance by WSDOT from the due date set for receipt of proposals will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible Contract resulting from this RFP.

2.11. Receipt of Insufficient Competitive Proposals

If WSDOT receives only one (1) responsive proposal as a result of this RFP, WSDOT reserves the right to select and award the Contract to the single Vendor.

2.12. Most Favorable Terms

WSDOT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor could offer. At its discretion, WSDOT reserves the right to request Best and Final Offers (BAFO) from the finalists. The Vendor shall be prepared to accept this RFP for incorporation into a Contract resulting from this RFP, which will be based on the Contract in Appendix 13. The Contract may incorporate portions or the Vendor's entire proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to WSDOT.

2.13. No Obligation to Contract

This RFP does not obligate the State of Washington or WSDOT to contract for service(s) or product(s) specified herein. WSDOT also reserves the right to cancel or to reissue the RFP in whole or in part prior to execution of a Contract.

2.14. Proposal Clarifications

WSDOT, in its sole discretion, will make the determination of clarity and completeness in the responses to any of the provisions in this RFP. WSDOT reserves the right to require clarification, additional information, and materials from any Vendor in any form relative to any or all of the provisions or conditions of this RFP.

2.15. Publicity

No informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this program may be released by the selected Vendor without obtaining prior written approval from WSDOT.

2.16. Waivers

WSDOT reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Vendors that the proposal is predicated upon Acceptance of all terms and conditions contained in this RFP, unless the Vendor has obtained such a waiver in writing from WSDOT prior to submission of the proposal. Such a waiver, if granted, will be granted to all Vendors.

2.17. Advanced Payment

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted by WSDOT.

2.18. Conditional Sales Contract

The State may not enter into a conditional sales contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

2.19. Proposer Expenses

WSDOT will not assume any expense incurred by the Vendor for or related to responding to this RFP. Vendors are solely responsible for their own expenses in preparing, delivering, and/or presenting a proposal and for subsequent negotiations with WSDOT, if any.

2.20. Schedule of Procurement Activities

All Vendors shall adhere to the following schedule of activities. Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator listed in this RFP. Notwithstanding the provisions of RCW 1.12.070, late proposals will not be accepted, nor will time extensions be granted.

Table 1 shows the schedule of activities for this procurement, unless explicitly modified by WSDOT in writing.

Table 1: RFP Procurement Schedule

Activity	Due Date	Time*
RFP Released	June 15, 2009	N/A
Optional Pre-Proposal Conference Call	June 26, 2009	1:00 PM
Written Questions Due	July 20, 2009	5:00 PM
Mandatory Letter of Intent to Propose Due	July 6, 2009	5:00 PM
Answer to Questions Issued	July 2, 2009	N/A
Proposals Due	August 25, 2009	5:00 PM
Qualified Vendor Notification	September 8, 2009	5:00 PM
Interviews	September 22 to September 25, 2009	TBD
Notification of Apparently Successful Vendor Issued	On or before October 9, 2009	N/A
Execute Contract	On or before November 1, 2009	N/A

*Times are Pacific Daylight Savings Time.

2.21. Optional Pre-Proposal Conference Call

An optional Pre-Proposal Conference Call will be held by WSDOT on the date and time shown in Table 1. WSDOT will make a brief presentation, review any changes that are expected, and then open the call to questions. The Pre-Proposal Conference Call is intended to provide potential Vendors an opportunity to meet the Program team and better understand WSDOT's goals and expectations. Vendors are encouraged to ask questions about all aspects of the Program. WSDOT will attempt to answer all questions during the meeting, but responses or other information presented at the meeting will not be considered binding on WSDOT. WSDOT may issue an addendum to the RFP based on the questions asked, but Vendors are advised to submit written questions to the RFP Coordinator formally after the call if they have specific concerns or need a formal response. Any documents used by WSDOT during the call (e.g., presentations,

handouts, etc.) will be filed with the Administrative Services Contracts Office and made available to the public on WSDOT's website:

<http://www.wsdot.wa.gov/contracts/default.htm>

No minutes of the Pre-Proposal Conference Call will be distributed.

The call-in number for the Pre-Proposal Conference Call is 1(866)365-4406 within the United States or +1 (657)723-3984 for international, Access Code: 4155577

2.22. RFP Inquiries

WSDOT must receive all written inquiries and correspondence by the date and time shown in Table 1. The Vendor may submit the questions by U.S. Postal Service, fax, or e-mail. WSDOT will not respond to questions submitted after this date. WSDOT will provide written answers via **Amendment** by the date and time shown in Table 1.

It is incumbent upon each potential Vendor to carefully examine these requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFP, the Vendor shall at once request, in writing, an interpretation from WSDOT's RFP Coordinator. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made, in writing, (including fax and e-mail transmission), to WSDOT's RFP Coordinator, as specified in Table 1, Schedule of Procurement Activities.

Any changes or clarifications to the information provided herein shall be reduced to writing and will be furnished to each Vendor as an Amendment to this RFP. Only Vendors submitting a Letter of Intent to Propose will directly receive Amendments and other information regarding this RFP.

2.23. Mandatory Letter of Intent to Propose

A letter indicating the Vendor's intent to respond to this RFP shall be received by the RFP Coordinator at the address specified in Section 2.2. of this RFP, no later than the date and time listed in Table 1. The Vendor may submit the Letter of Intent to Propose by U.S. Postal Service, fax, or e-mail. By submitting this letter, the Vendor accepts the procedure, review criteria, and the administrative instructions of this RFP.

Each Vendor shall include the following information in the Letter of Intent to Propose:

- a. Vendor name

- b. Name and title of Vendor's authorized representative for this RFP (This representative shall also be named the authorized representative identified in the Vendor's proposal.)
- c. Address
- d. Telephone number
- e. Fax number
- f. E-mail address
- g. Statement of intent to propose

Only Vendors submitting a Letter of Intent to Propose will receive Amendments and other information regarding this RFP.

2.24. Written Amendments to the RFP

WSDOT reserves the right to revise the RFP and/or to issue Amendments to the RFP. In the event that it becomes necessary to revise any part of this RFP, WSDOT will issue an Amendment to the RFP to all Vendors who have submitted a Letter of Intent to Propose by the date and time specified in Table 1 of Section 2.20. If Amendments are in response to questions that are submitted, the questions along with WSDOT's responses will be included in the Amendment. The Vendor is instructed to disregard any oral representations it may receive. Proposal evaluation will be based on the material contained in the RFP and any Amendments to the RFP that have been issued. If a conflict exists between Amendments, or between an Amendment and the RFP, the document issued last shall take precedence.

2.25. Electronic Availability

The contents of this RFP and any Amendments/addenda and written answers to questions will be available on the WSDOT website at:

<http://www.wsdot.wa.gov/Business/Contracts/default.htm>

2.26. Submission of Proposals

Proposals shall be submitted to the RFP Coordinator in the format and quantity specified in Section 4—PROPOSAL SUBMITTAL REQUIREMENTS. Proposals shall be received by WSDOT by the date and time indicated in Table 1. WSDOT will not accept fax or other electronically submitted proposals. Any proposal received after the prescribed deadline will be marked as "Late" and will not be considered. Late proposals will be returned unopened.

WSDOT reserves the right to reject any or all proposals or to waive any informality in proposals received. WSDOT will consider only those proposals received from parties who have properly submitted a Letter of Intent to Propose. Proposals received from Vendors whose names are not recorded by WSDOT, as having properly submitted a Letter of Intent to Propose, will be rejected.

2.27. Statewide Vendor Status

Each Vendor shall indicate in the submittal letter and as a condition of Contract award that they will register with the Washington State Office of Financial Management (OFM) as a statewide Vendor within ten (10) **Business Days** of notification of Contract award.

2.28. Vendor's Acknowledgement

By submitting a proposal to this RFP, each Vendor unequivocally acknowledges that the Vendor has read and fully understands this RFP, and that the Vendor has asked questions and received satisfactory answers from WSDOT regarding any provisions of this RFP with regard to which the Vendor desired clarification.

End of Section

3. Selection Process

This section describes the evaluation, Contract award, debriefing, and protest procedures that WSDOT will follow for the Customer Service Center proposal selection process.

3.1. Proposal Evaluation

WSDOT will follow these steps in evaluating proposals and selecting the one that provides the best overall value to WSDOT.

Step 1: Screen proposals for Pass/Fail Criteria (See Section 3.2)

Step 2: Preliminary Adjectival Rating (See Section 3.3)

Step 3: Interview & Demonstration (See Section 3.4)

Step 4: Selection Scoring (See Section 3.5)

Step 5: Price Proposal (See Section 3.6)

WSDOT will evaluate each proposal in conjunction with the WSDOT Program Vision, Goals, and Objectives as described in Section 1.2, for determining to score the Vendor Qualifications and Technical Proposal. Table 2 provides the specific criteria for proposal evaluation.

Table 2: Scoring

Category/Criteria	Points
Step 1: Pass/Fail Screening	
• Receipt by due date and time	Pass/Fail
• Submittal Compliance (e.g. all requested info included)	Pass/Fail
• Financial, business, and technical qualifications	Pass/Fail
• Phase 1 + Phase 2 Price below Upset Price	Pass/Fail
• Screening Proposals	Pass/Fail
Step 2: Preliminary Adjectival Rating	Pass/Fail
Step 3: Interview & Demonstration	N/A
Step 4: Scoring Selection	
• Qualifications	100
• Technical Proposal	
○ Program Delivery Approach	350
○ Technical Approach	350
Sub-Total	800
Step 4: Price Proposal	200
Total	1000

The following adjectival rating system will be used in determining the value for each scored section except for the Price Proposal:

- a. **Excellent (71-100 % of points possible):** The subsection of the Proposal submitted is considered to significantly exceed the requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Program) and provides a consistently outstanding level of competency. In order to meet the minimum criteria to be scored as Excellent, it must be determined to have more than one significant strength, additional minor strengths and no appreciable weaknesses. The greater the significance of the strengths and/or the number of strengths will result in a higher score. There is virtually no risk that the Vendor, would be unsuccessful in delivering the Program to WSDOT's satisfaction, and would most likely exceed all Program Goals.
- b. **Very Good (41-70 % of points possible):** The subsection of the Proposal submitted is considered to exceed the requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Program) and offers a generally better than acceptable competency. In to meet the minimum criteria for consideration to be scored as Very Good, it must be determined to have at least one significant strength, additional minor strengths and no significant weaknesses. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weakness will result in a higher score. There is little risk that the Vendor, would be unsuccessful in delivering the Program to the owner's satisfaction, and will most likely meet and/or exceed all Program Goals.
- c. **Good (1-40 % of points possible):** The Proposal submitted is considered to meet the requirements/objectives and offers a level of competency. In order to meet the minimum criteria for consideration to be scored as Good, it must be determined to have strength, even though weaknesses exist. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weakness will result in a higher score. It is expected that the Vendor, will be able to deliver the Program and meet the Program Goals.
- d. **Poor (Zero value):** The Proposal submitted is considered to contain significant weaknesses and no appreciable strengths. The Proposal demonstrates a doubtful probability of the Vendor meeting the Program Goals to the owner's satisfaction.

3.2. Pass/Fail Screening (Step 1)

Upon receipt, WSDOT will screen proposals for a number of pass/fail conditions including, put not limited to:

- a. Proposal is received by due date and time.
- b. Proposal complies with RFP requirements for content and submission.
- c. Vendor demonstrates minimum financial, business, and technical qualifications.
- d. Price Proposal does not exceed the update price.

Proposals failing one or more of these conditions, at WSDOT's sole discretion, will be eliminated from further consideration. WSDOT may elect to waive, at its sole discretion, minor infractions of the pass/fail conditions and/or request additional information or clarification from the Vendor.

3.3. Preliminary Adjectival Rating (Step 2)

WSDOT will develop an initial adjectival rating for Proposals that advance beyond the initial pass/fail screening step in three categories; Qualifications, Program Delivery Approach, and Technical Approach. Proposals will receive an adjectival rating in the three categories for their support of each of the following core values:

- a. Make use of modern technology and industry best practices.
- b. Have every event recordable, traceable, and reportable for all activities.
- c. Provide timely and accurate services.
- d. Be flexible and nimble to accommodate future operations.

Proposals achieving a rating of Poor in any category, at WSDOT's sole discretion, may be eliminated from further consideration.

3.4. Interview & Demonstration (Step 3)

Top proposals will proceed to the interview and demonstration phase. Vendors meet with WSDOT in the Seattle or Olympia area for an interview and demonstration session. The purpose of the interview is to provide the evaluation team with a better understanding of the written proposal. The interview will consist of a brief presentation by the Vendor summarizing their proposal followed by a discussion focused primarily on the Vendor's Program Approach, Technical Approach and exceptions to the contract and/or requirements. Vendors will be required to provide a scripted CSC System demonstration, which will highlight how the Vendor will meet key functionality. The format and information required as part of the interview will be identified by WSDOT in advance of the interview. The following key personnel that fill these positions will be required to be in attendance for each vendor, based on the Vendor's proposal and organizational structure other personnel may also be requested:

- a. Program Manager
- b. Corporate/Executive Sponsor
- c. Finance and Accounting Manager
- d. IT Operations Manager

Other personnel may also be requested at WSDOT's option.

Interviews will be scheduled through the RFP Coordinator. WSDOT will provide the facility, lights, electricity, and projector screen for the interviews. The Vendor shall provide any additional equipment necessary to make a presentation.

3.5. Selection Scoring (Step 4)

Technical Proposals will be evaluated in three categories: Program Delivery Approach, Technical Approach, and Compliance Matrix. Only the first two categories will receive a numerical score for their support of each of the following core values: consistency with the Concept of One, minimize toll expense, maintain flexibility and ensure responsiveness. The Compliance Matrix will be used as a resource in the evaluation of the Program Delivery Approach and the Technical Approach.

3.6. Scoring the Price Proposal (Step 5)

Vendors will be required to complete and submit the attached price proposal table under separate cover.

The variable component quantities will be averaged and used as the basis for determining the total Contract term price.

The price proposal table will be scored by RFP Coordinator using the methodology provided below:

- a. The score for the total Contract term price will be computed by dividing the lowest total cost bid received by the Vendor's total calculated life-cycle cost. Then the resultant number will be multiplied by the maximum possible points for the cost section. The maximum number of points to be awarded is 200.

Example:

Vendor A - \$100,000.00
 Vendor B - \$103,000.00
 Vendor C - \$115,000.00
 Vendor D - \$130,000.00

Vendor A	Vendor B	Vendor C	Vendor D
$\frac{100,000.00}{100,000.00}$	$\frac{100,000.00}{103,000.00}$	$\frac{100,000.00}{115,000.00}$	$\frac{100,000.00}{130,000.00}$
1 x 200 points	.97 x 200 points	.87 x 200 points	.77 x 200 points
200 points	194 points	174 points	154 points

- b. If the difference between the low price and the second lowest price is 20 percent of the second lowest price or greater, the low price will be awarded the maximum points of 200. The numerator used for calculating the remaining scores will be determined by multiplying the second lowest bid by 80%.

Example:

Vendor A - \$79,000.00 (23% below the second lowest bid)
 Vendor B - \$103,000.00
 Vendor C - \$115,000.00

Vendor D - \$130,000.00

Vendor A	Vendor B	Vendor C	Vendor D
79,000.00	<u>82,400.00</u> 103,000.00	<u>82,400.00</u> 115,000.00	<u>82,400.00</u> 130,000.00
	.80 x 200 points	.70 x 200 points	.62 x 200 points
200 points	160 points	140 points	124 points

3.7. Best Value Determination

Following the Vendor presentations and interviews, WSDOT will rank proposals in order of their overall value to WSDOT, in WSDOT's sole judgment. The highest-ranking proposal will be the apparently successful Vendor with which WSDOT will execute a Contract.

3.8. Contract Award

The Vendor selected as a result of the proposal evaluation process will be, in the sole judgment of WSDOT, the Vendor whose proposal is the most advantageous to WSDOT.

WSDOT will notify the selected Vendor of its Acceptance of Vendor's proposal and of WSDOT's intent to enter into a Contract in substantially the same form as the Contract in Appendix 13. If WSDOT is not able to reach agreement on the terms of the Contract with the selected Vendor within two weeks of notification, WSDOT will end discussions with Vendor and initiate Contract discussions with the Vendor ranked second in the proposal evaluation process. If discussions with the second Vendor fail, WSDOT reserves the right to either a) initiate Contract discussions with the Vendor ranked third in the proposal evaluation process, or b) to cease all discussions and reject all proposals.

Even though a Contract may have been awarded and executed with the selected Vendor, WSDOT is not obligated to issue a Notice to Proceed.

3.9. Debriefing of Unsuccessful Vendors

Vendors that submitted a proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator shall receive the request for a debriefing conference within five (5) Business Days after the notification is sent to the unsuccessful Vendor. The debriefing shall be held within five (5) Business Days of the request.

Discussion will be limited to WSDOT's evaluation of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

3.10. Right to Withdraw Award

WSDOT reserves the right to withdraw the letter of award if prior to executing the contract a receiver is appointed to take possession of Vendor's assets, the Vendor makes a general assignment for the benefit of creditors, or the Vendor becomes insolvent or takes or suffers action under the federal Bankruptcy Act. In such event, WSDOT may, in its sole judgment, issue a letter of award to the Vendor ranked second as a result of the proposal evaluation.

3.11. Protests

Protests may be made after WSDOT has announced the apparently successful Vendor and after a protesting Vendor has had a debriefing conference with WSDOT.

3.12. Grounds for Protest

Protests may be made on only these grounds:

- a. Arithmetic errors were made in computing the score.
- b. WSDOT failed to follow procedures established in the RFP, the IT Investment Policy, the IT Investment Standards, or applicable state or federal laws or regulations.
- c. There was bias, discrimination, or conflict of interest on the part of an evaluator.

3.13. Procedure for Protest

Protests should be in writing, directed to WSDOT as described below, and received by WSDOT within five (5) Business Days after the debriefing conference. WSDOT will, in turn, immediately notify DIS of receipt of the protest. WSDOT will also postpone further steps in the acquisition process until the protest has been resolved.

A protest shall be in writing, shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this information shall include:

- a. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- b. The RFP name and number and reference to WSDOT as the issuing agency.
- c. Specific and complete statement of WSDOT's action(s) being protested.
- d. Specific reference to the grounds for the protest.
- e. Description of the relief or corrective action requested.

Protests shall be addressed to:

Director, Office of Information Technology
Washington State Department of Transportation
(7345 Linderson Way SW)
PO Box 47430
Tumwater, Washington 98501-7430

The Vendor shall also forward a copy to the RFP Coordinator at the same time the protest is sent to the Director.

Upon receipt of a protest, a protest review will be held by WSDOT. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to WSDOT. All available facts will be considered, and the Director, Office of Information Technology, or his/her delegate will issue a decision within five (5) Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five (5) Business Days of receipt of the protest.

3.14. Procedure for Appeal

If the protesting Vendor is not satisfied with WSDOT's decision, it may appeal to the DIS. Written notice of appeal to DIS must be received by DIS within five (5) Business Days after the Vendor receives notification of the WSDOT's decision.

The notice of appeal shall be in writing, shall contain the facts and arguments upon which the appeal is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this information shall include:

- a. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- b. The RFP name and number and reference to WSDOT as the issuing agency.
- c. Specific request for appeal and the basis for making the appeal.
- d. Description of the relief or corrective action requested.
- e. The original protest to WSDOT and any subsequent correspondence between WSDOT and the Vendor.
- f. WSDOT's decision relating to the original protest.

In conducting its review, DIS will consider all available relevant facts and resolve the appeal in one of the following ways:

- a. Find that the protest lacks merit thereby upholding WSDOT's action;
- b. Find only technical or harmless errors in WSDOT's acquisition process, determining the agency to be in substantial compliance, and therefore rejecting the protest; or

- c. Find merit in the protest and provide options to WSDOT, including:
 - i. Correcting errors and re-evaluating all proposals;
 - ii. Reissuing the RFP; or
 - iii. Making other findings and determining other courses of action as appropriate.

DIS will issue a written decision within five (5) Business Days after receipt of the notice of appeal, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

The determination of DIS is final, and no further administrative appeal is available.

* * * End of Section * * *

4. Proposal Submittal Requirements

This section contains describes the specific information that is to be provided in a proposal in order to be considered by WSDOT. The proposal shall contain all requested information and address all requirements specified within this Request for Proposals (RFP). Failure to respond or provide requested information may result in a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive. Proposals shall be organized into the following sections:

Section 1

- a. Letter of Submittal
- b. Appendix 4—State Certifications and Assurances
- c. Appendix 5—Certification of Debarment & Suspension

Section 2

- a. Table of Contents

Section 3

- a. Executive Summary

Section 4

- a. Financial & Business Information
- b. Appendix 6—Exceptions to the Contract

Section 5

- a. Vendor and Subcontractor(s) Qualifications
- b. Appendix 7—Vendor and Subcontractor(s) Business References

Section 6

- a. Technical Proposal
- b. Appendix 8—Compliance Matrix

Under Separate Cover

- a. Appendix 9—Price Proposal
- b. Appendix 10—Price Certification

The format and content for each section of the proposal is described in the following subsections. The proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of this RFP. Sales brochures and other marketing materials shall not be submitted with any Vendor's proposal. Emphasis should be on completeness and clarity of content.

Vendors shall submit two (2) originals and twenty (20) identical copies of their proposal. Each copy shall be bound by a three-ring binder. Both originals shall contain original signatures and an electronic copy of the proposal on a compact disc (CD) in PDF format.

The Submittal Letter, Appendix 4—Certifications and Assurances, Appendix 5—Certification Regarding Debarment and Suspension, and Appendix 7—References and Appendix 10—Price Certification shall be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). All required original signatures shall be in blue ink only.

4.1. Letter of Submittal

The Letter of Submittal shall be on official Vendor letterhead and reference the title and number of this RFP. The original shall be signed by a person authorized to bind the Vendor's organization to a contract with the State of Washington. The Letter of Submittal shall be limited to five (5) pages and shall include the following in the order given:

- a. Vendor's name
- b. Major Subcontractors
- c. Name and title of the Vendor's authorized representative
- d. Mailing address
- e. Telephone number
- f. Fax number
- g. E-mail address
- h. Statement that Vendor will register with the Office of Financial Management as a statewide Vendor
- i. Statement that proof of insurance shall be provided if awarded a Contract
- j. Statement that Vendor can meet the schedule identified in the RFP
- k. List of existing or pending patents or copyrights held by the Vendor or its Subcontractors that pertain to any portion of the scope of work; if none, so state
- l. Listing of confidential portions of this proposal; if none, so state
- m. Listing of Amendments received by the Vendor.

4.2. Table of Contents

The Table of Contents shall include section and subsection titles and corresponding page numbers for all sections following the Table of Contents.

4.3. Executive Summary

The Executive Summary shall be limited to five (5) pages and provide a simple and concise summary of the following sections of the proposal:

- a. Vendor Qualifications
- b. Technical Proposal

The primary purpose of the Executive Summary is to provide an overview of the proposal for WSDOT's executive management team, which is not involved with the Program on a daily basis.

4.4. Financial and Business Information

The Financial and Business Information section has no page limit and shall contain the information delineated in Section 5.

4.5. Qualifications

The Qualifications section shall be limited to twenty-five (25) pages and contain the following information in the order given:

- a. Company Information—Provide a brief overview of the Vendor's history, offerings, and role in the customer service center industry. Provide the same for each Subcontractor on the team.
- b. Program Team Organization—Provide a brief overview of how the program team will be organized, who will perform each element of the work, and where the work will be performed. Include a program team organization chart or charts to reflect the change in organization between the phases of the Program, if different. Also, indicate the approximate percentage of time each identified team member is anticipated to be committed to the Program.
- c. Key Program Staff—Identify the key individuals on the Program team for the phases of the Program, if different, including the Program Manager, Financial and Accounting Manager, IT Program Manager, QA/QC Manager and Customer Service Manager, and Program Manager from any major Subcontractor/partner, and describe their roles on the Program. For each key staff provide three (3) business references, using Appendix 7, and a detailed resume that describes how the staff meets the qualifications specified in Appendix 2, Section 5.2.2.
- d. Customer Service Center Experience—Provide all relevant program examples in the last five (5) years illustrating the Vendor's prior experience with the technologies, Software, Hardware, and services requested in this RFP. Specifically, the Vendor shall have direct experience establishing and maintaining a customer service center, call center, image processing, and billing. The Vendor shall demonstrate substantial experience in providing the required technologies, Software, Hardware, and services in sufficient detail to demonstrate to WSDOT its capability in operating a statewide customer service center. Vendors proposed Program team shall have direct experience with toll transaction processing to meet the minimum technical requirements for this program. Include the following information for each:
 - i. Name, location, and owner of program
 - ii. Role on program (i.e., prime or subcontractor)
 - iii. Scope of work performed

- iv. Period of performance and current contract status
 - v. Total contract value to Vendor
 - vi. Name of owner's Program Manager(s) at the time
 - vii. Owner's current contact (name and telephone number)
 - viii. Owner's oversight consultant, if any (firm name, office location, primary program contact)
 - ix. Performance metrics and results
- e. Accounting and Financial Experience—Provide all relevant program examples in the last five (5) years illustrating the Vendor's prior experience with the implementation and delivery of professional accounting services associated with high volume payment processing, accounts receivable management, invoicing, collection efforts, and financial reconciliation and reporting. Include specific experience providing a subsidiary accounting system in support of a customer service center. Include the following information for each:
- i. Name, location, and owner of program
 - ii. Role on program (i.e., prime or subcontractor)
 - iii. Scope of work performed
 - iv. Period of performance and current contract status
 - v. Total contract value to Vendor
 - vi. Name of owner's Program Manager(s) at the time
 - vii. Owner's current contact (name and telephone number)
 - viii. Owner's oversight consultant, if any (firm name, office location, primary program contact)
 - ix. Performance metrics and results

Failure to provide a complete listing may cause the proposal to be rejected as non-responsive. By submitting this list, Vendor grants permission to WSDOT to independently contact the references identified in Appendix 7 at WSDOT's convenience.

4.6. Technical Proposal

The requirements referred to in Section 7—Functional and Business Requirements and Section 8—Program Delivery Requirements will serve as the basis for the Technical Proposal. The Technical Proposal section shall be limited to seventy-five (75) pages and contain the following information in the order given. The Technical Proposal shall consist of three parts: Program Delivery Approach, Technical Approach, and Compliance Matrix. Proposals shall describe only those requirements identified in the Compliance Matrix as “do not meet”, or “exceed”.

Program Delivery Approach— The Program Delivery Approach shall be limited to thirty (30) pages and contain a detailed description of the Vendor's proposed approach to the Program. The Program Delivery Approach shall discuss the overall management of the Scope of Work, Program Schedule, and Budget and specifically address the following five aspects of the Program:

- a. Customer Service Center (CSC) Start Up: This is the time period from Notice to Proceed to the commencement of tolling on SR 520. The Vendor shall demonstrate how they would implement the systems and services required for this Program to achieve Operational Readiness.
- b. Customer Service Center Ramp-Up: This is the six-month time period starting from the commencement of tolling on SR 520. During this time period, it is anticipated the number of Photo-Enforced Toll Transactions will be significant until transponder usage on SR 520 increases.
- c. Tacoma Narrows Bridge Customer Account Data Migration: The Vendor shall describe how it would manage the data migration process.
- d. Transponder Distribution: The Vendor shall describe how it will distribute transponders during start up, ramp-up and on-going operations.
- e. Customer Service Center Operations: This is period after CSC Ramp-Up and CSC operations have reached more of a steady state for the duration of the Contract.

The descriptions shall include a discussion of the major tasks for each aspect; provide a one-page graphical representation of the task flow; and the Vendor's approach, as appropriate, to management, resource allocation, requirements tracking, design, installation, testing, performance monitoring, quality management, and ongoing operations.

An overall Program Schedule in Gantt schedule format shall be provided on 11-by 17-inch fan-folded paper that supports the achievement of WSDOT's implementation milestones. The Gantt Schedule is not included in the page limit for this section of the Vendor's response.

Technical Approach— The Technical Approach shall be limited forty five (45) pages. The Technical Approach shall contain a clear and concise description of the Vendor's approach to meeting each section of the Appendix 2: Scope of Work. The description shall address corresponding performance measures (Appendix 3) and **Business Rules** (Appendix 3). The Technical Response shall provide additional detail for the following sections of the Scope of Work:

- a. Section 9 - Migration of Data from Tacoma Narrows Bridge (TNB) Customer Service Center: The Vendor shall describe their technical approach to migrating customer account and related data from the existing TNB Customer Service Center to the new Statewide CSC. Lessons learned from past migrations should be noted.

- b. Section 10 - Automated Systems Functionality: The Vendor shall describe the functionality of their proposed CSC System including all sub-system components. The Vendor shall include a graphical representation of the proposed CSC System including all sub-system components on no larger than 11- by 17-inch, fan-folded paper. The graphical representation shall be limited to five (5) pages and is included as part of the overall page limit for the Technical Approach. The Vendor shall also address the system expansion capability of the proposed solution to meet future transaction volumes.
- c. Section 17—Toll Transaction Processing: The Vendor shall describe their technical approach to processing toll transactions with a focus on Photo-Enforced Toll Transactions.
- d. Section 28 - Financial Accounting: The Vendor shall describe their technical approach to providing the required professional accounting services and illustrate in additional detail how their proposed CSC System will meet the specific financial and accounting system requirements.
- e. Section 29—Reconciliation: The Vendor shall describe their technical approach to reconciliation including processes, procedures and automated tools that the Vendor shall provide.
- f. Section 33—Reporting: The Vendor shall describe how the proposed CSC System will provide a flexible reporting solution including standard and ad-hoc reporting capabilities.
- g. Section 34—System to System Interfaces: The Vendor shall describe how it would develop the required electronic data interfaces and illustrate how its proposed CSC System will provided a flexible solution that will easily adapt to changes in the interfaces over the duration of the Contract.
- h. Section 41—Business Continuity: The Vendor shall clearly describe how it would address the business continuity requirements of the Scope of Work and how their proposed solution will reduce business continuity risks to WSDOT. The Vendor may provide examples (not included in the page count) of business continuity plans, license agreements, or software escrows arrangements that have been developed for other clients if these items would be part of the Vendor's business continuity approach. Depending on the Vendor's proposed CSC Services and System, WSDOT may require, at its discretion, that current versions of the Vendor's Software and Software System Documentation be maintained in a third-party escrow throughout the life of the Contract.

Compliance Matrix— The Compliance Matrix ha no page limit and is not included in the total page limit for the Technical Proposal. The Vendor shall complete the compliance matrix found in Appendix 8.

4.7. Price Proposal

The Price Proposal section has no page limit and shall be packaged and sealed separately from the remainder of the proposal. The inclusion of any pricing information in any section of the proposal other than the Price Proposal may result in WSDOT rejecting the proposal as non-responsive.

The Vendor shall submit pricing in U.S. dollars in the format requested in this section using the table in Appendix 9. Pricing submitted in any other form may result in WSDOT rejecting the proposal as non-responsive. Other information required in the sections below shall be submitted as requested in that section.

The Vendor is responsible for including all cost components in the proposed cost proposal, including sales or use taxes and licensing fees associated with successful completion of the Program described in this RFP. WSDOT will not be responsible for erroneous, hidden, non-disclosed, or underestimated costs.

The Vendor shall complete Appendix 10—Price Certification. The Vendor's Price Proposal shall be valid and remain in effect for a period of one hundred eighty (180) Calendar Days following the due date of the proposal.

The evaluation process is designed to award this procurement not necessarily to the Vendor with the least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP in WSDOT's sole judgment.

Proposals with a price above the upset price as described in **Section 1.3** will be determined non-responsive.

* * * End of Section * * *

5. Financial and Business Information Requirements

This section sets forth the specific requirements for the Financial and Business Information section of the proposal described in **Section 4.4**.

5.1. Financial Information

- a. Financial Statements—The Vendor, and all Subcontractors, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed Services. The submission for each firm must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor. The Vendor and all Subcontractors shall include evidence of their ability to provide the required insurance and a statement from the vendor's primary bank indicating the bank will provide a Letter of Credit as required in the Contract. Vendors and all Subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the required information.

All noted audit exceptions must be explained. WSDOT will accept financial statements prepared by a Vendor's financial accounting department or professional accounting firm. WSDOT will accept financial statements audited according to either Generally Accepted Accounting Principles or Statutory Accounting Principles of the National Association of Insurance Commissioners. A statement signed by a Vendor's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

- b. If not a publicly held corporation, the Vendor shall provide the following information:
 - i. Business Description—Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that would enable proposal evaluators to determine the stability and financial strength of the organization.
 - ii. Financial Statements—The Vendor, and all Subcontractors, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed Services. The submission for each firm must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor. The Vendor and all Subcontractors shall

include evidence of their ability to provide the required insurance and a statement from the vendor's primary bank indicating the bank will provide a Letter of Credit as required in the Contract. Vendors and all Subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the required information.

- c. Banking Reference—Provide a reference from the company's current bank to include a discussion of your business relationship, number of years with them, and standing.
 - i. Provide a credit rating and name the rating service.
 - ii. Provide a credit rating report and the name of the service providing the report. This report should be in the nature of or similar to Dun & Bradstreet's Small Business eValuator report and include, at a minimum, information on:
 - 1. Payment performance trends
 - 2. Status of legal filings, if any, such as bankruptcies, judgments, liens, lawsuits
 - 3. Indicate if your company has ever been turned over to a collection agency for non-payment and if so, describe the circumstances
- d. Tax Information—The Vendor shall provide its Federal Employer Tax Identification number and the Washington Uniform Business Identification number issued by the State of Washington Department of Revenue.
- e. Solvency of the Vendor, and all Subcontractors:
 - i. Has the Vendor or Subcontractor(s) filed or been petitioned into bankruptcy or insolvency? If yes, provide details.
 - ii. Has the Vendor been cited or threatened with citation within the last five (5) years by federal or any state regulators for violations of any federal or state law and impending regulations? If yes, provide details, including the nature and outcome of the situation.

5.2. Business Description and Organization

- a. Business Identification—The Vendor shall provide an overview of the Vendor, including but not limited to, the following:
 - i. Vendor's name and address and main business location.
 - ii. The location of the facility from which the Vendor would operate, and the telephone number, fax number, and e-mail address.
 - iii. Vendor's start-up date.
 - iv. Vendor's applicable Standard Industrial Classification (SIC) codes.

- b. Company Officers—The Vendor shall provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.). State the name, the title or position, address, e-mail address, and fax and telephone numbers of the individual who would have primary responsibility for the Program resulting from this RFP. Disclose who within the Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the Program.
- c. Legal Status—The Vendor shall specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.), the year the entity was organized to do business, and the history of the legal status.
- d. Previous State Contracts—The Vendor shall identify all current and previous contracts with the State of Washington, and any other state. Include agency, contract name, contract number, and agency point of contact (name, address, telephone).
- e. Former Employee Status—If any employee of the Vendor or Subcontractor was an employee of the State of Washington during the past twenty-four (24) months, or is now an employee of the State of Washington, the Vendor shall identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date. If none, the Vendor shall so state.
- f. Contract Terminations for Default—If the Vendor or any of their Subcontractor(s) has had a contract terminated for default in the last five (5) years, the Vendor must describe such incident. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default. Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor or any of their Subcontractor(s) has experienced no such termination for default in the past five (5) years, the Vendor shall indicate accordingly.
- g. Other Contract Terminations—If the Vendor or any of their Subcontractor(s) has had a contract terminated, other than default, in the last five (5) years, the Vendor must describe such incident. Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor or any of their Subcontractor(s) has experienced no such termination in the past five (5) years, the Vendor shall indicate accordingly.

- h. Debarment—If the Vendor or any of their Subcontractor(s) has been debarred in the last five (5) years, the Vendor must describe such incident(s).
- i. Arbitration or Alternative Dispute Resolution—If the Vendor or any of their Subcontractor(s) have participated in arbitration or alternative dispute resolution in the last five (5) years, the Vendor must describe such incident. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor or any of their Subcontractor(s) has experienced no such termination in the past five (5) years, the Vendor shall indicate accordingly.
- j. Proof of Insurance—The Vendor shall indicate that they will provide proof of insurance, as a condition of contract award, from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage. The Vendor shall be required to obtain and keep in force, at its own expense, liability insurance during the term of the contract. The Vendor shall be required to furnish evidence to WSDOT within fifteen (15) Calendar Days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided.
- k. Liability Insurance—The Vendor shall state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract execution. The Vendor shall be required to carry and maintain insurance as defined herein at all times during the term of the contract.
- l. Additional Provisions—The required insurance policies shall include the following provisions:
 - i. Additional Insured—The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.
 - ii. Material Changes—A forty-five (45) Calendar Days written notice shall be given to the State prior to termination of or any material change to the policy(ies) as it relates to this contract, provided that thirty (30) Calendar Days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) Calendar Days prior to such date.
 - iii. Identification—The policy shall reference the State's contract number and name WSDOT.
 - iv. Insurance Carrier Rating—An insurance company authorized to do business within the State of Washington shall issue the insurance required above. Insurance shall be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the State of Washington shall approve any exception.

- v. **Excess Coverage**—The limits of all insurance required to be provided by the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.
- m. **Litigation**. There is no pending, or to the best of Vendor's knowledge, there is no threatened lawsuit or material claim against or relating Vendor which may impede or materially affect the Vendor's ability to perform the terms of the Contract.
- n. **Full Disclosure**. No representation or warranty by Vendor in its proposal or in any instrument, certificate, or statement furnished to WSDOT pursuant hereto, or in connection with the transactions contemplated hereby, shall contain or will contain any untrue statement of a material fact or fails to state a material fact that is necessary to make the statements set forth therein not false or misleading.
- o. **Contracts**. There are no contracts or other obligations outstanding for the sale, exchange, or transfer of Vendor's business interests in relation to the Vendor's performance of the Contract, or any portion thereof.
- p. **Future Agreements**. With respect to the period prior to Contract execution from and after the date Vendor submits its proposal, unless this Agreement is terminated in accordance with its terms, the Vendor shall not enter into any agreement, contract, commitment, lease or other transaction that affects its business description or organization as provided in the proposal.

5.3. Terms and Conditions

- a. The apparently successful Vendor is expected to enter into a Contract that is substantially the same as the Contract attached as Appendix 13. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation.
- b. The Vendor may request exceptions to specific terms of the Contract. WSDOT will review requested exceptions and accept or reject the same at its sole discretion but **ONLY MINOR MODIFICATIONS AND/OR ADDITIONS** will be open to exception.
- c. In the event the Vendor desires to take exception to a Contract term(s), the Vendor shall identify all exceptions, modifications, and/or additions in Appendix 6 to the proposal, which shall be in substantially the same form as Appendix 6 to this RFP. Each item listed in Appendix 6, if any, shall be clearly marked "Mandatory" or "Proposed" as set forth below in this section. The Vendor shall identify each proposed exception, modification, and/or addition in the following format:
 - i. State the page number of this RFP.

- ii. State the Contract paragraph in full.
- iii. State the proposed revised paragraph verbiage in full.
- iv. State for each submitted exception, modification and/or addition one of the following two categories:
 - 1. Mandatory: A Vendor submitting a mandatory exception, modification, and/or addition is declaring that the change is a requirement within its proposal. If the change is not acceptable to WSDOT, then the Vendor does not want its proposal to be considered or evaluated by WSDOT.
 - 2. Proposed: A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSDOT consider it, and if acceptable to WSDOT, include the proposed wording in any resulting Contract.

The Vendor must state in its proposal one of the two following statements in its proposal:

“<Vendor Name> accepts the terms of **XXXX** Contract.”

or

“<Vendor Name> accepts the terms of the **XXXX** Contract, EXCEPT FOR those areas identified in Appendix 6 to this RFP Proposal.”

5.4. Federal Terms and Conditions

a. Federal Highways Administration (FHWA)

Projects may be funded by FHWA funds. Appendix 12.1 – FHWA 1273: Required Contract Provisions Federal-Aid Construction Contracts lists all additional Federal terms and conditions the apparently successful Vendor will be required to comply with.

The Vendor must complete and submit the following declaration as part of its proposal.

- i. Appendix 12.1 – FHWA 1273: Required Contract Provisions Federal-Aid Construction Contracts Declaration

b. Other Federal Requirements

Appendix 12.2 lists all additional terms and conditions the apparently successful Vendor will be required to comply with.

The Vendor must complete and submit certifications and declarations described in Appendix 12.2 as part of their response to this RFP.

* * * End of Section * * *

6. Program Description

This section describes the statewide Customer Service Center needs, outlines the scope of work, establishes the payment milestones and period of performance, and identifies WSDOT-furnished equipment and services. The Vendor shall operate a statewide Customer Service Center that meets the requirements of this section, as explained in Appendix 2.

* * * End of Section * * *

7. Functional and Business Requirements

This section contains the Customer Service Center requirements. The Vendor shall operate a statewide Customer Service Center that meets the requirements of this section, which are described in Appendix 2 and Appendix 3.

End of Section

8. PROGRAM DELIVERY REQUIREMENTS

This section contains the Program delivery requirements for the statewide Customer Service Center. These requirements describe the manner in which the Vendor is to operate the Customer Service Center and interface with existing WSDOT systems. The Vendor shall comply with the requirements, which are described in Appendix 2.

* * * End of Section * * *